

GRANT COUNTY
COMMISSIONERS AGENDA MEETING REQUEST FORM
(Must be submitted to the Clerk of the Board by 12:00pm on Thursday)

REQUESTING DEPARTMENT: Renew

DATE: 09/27/2023

REQUEST SUBMITTED BY: Linze Greenwalt

PHONE: x5470

CONTACT PERSON ATTENDING MEETING: Dell Anderson

CONFIDENTIAL INFORMATION: ☐ YES ☒ NO

TYPE(S) OF DOCUMENTS SUBMITTED:

(CHECK ALL THAT APPLY)

- | | | | |
|--|---|--|--|
| <input checked="" type="checkbox"/> Agreement / Contract | <input type="checkbox"/> AP Vouchers | <input type="checkbox"/> Appointment / Reappointment | <input type="checkbox"/> ARPA Related |
| <input type="checkbox"/> Bids / RFPs / Quotes Award | <input type="checkbox"/> Bid Opening Scheduled | <input type="checkbox"/> Boards / Committees | <input type="checkbox"/> Budget |
| <input type="checkbox"/> Computer Related | <input type="checkbox"/> County Code | <input type="checkbox"/> Emergency Purchase | <input type="checkbox"/> Employee Rel. |
| <input type="checkbox"/> Facilities Related | <input type="checkbox"/> Financial | <input type="checkbox"/> Funds | <input type="checkbox"/> Hearing |
| <input type="checkbox"/> Invoices / Purchase Orders | <input type="checkbox"/> Grants – Fed/State/County | <input type="checkbox"/> Leases | <input type="checkbox"/> MOA / MOU |
| <input type="checkbox"/> Minutes | <input type="checkbox"/> Ordinances | <input type="checkbox"/> Out of State Travel | <input type="checkbox"/> Petty Cash |
| <input type="checkbox"/> Policies | <input type="checkbox"/> Proclamations | <input type="checkbox"/> Request for Purchase | <input type="checkbox"/> Resolution |
| <input type="checkbox"/> Recommendation | <input type="checkbox"/> Professional Serv/Consultant | <input type="checkbox"/> Support Letter | <input type="checkbox"/> Surplus Req. |
| <input type="checkbox"/> Tax Levies | <input type="checkbox"/> Thank You's | <input type="checkbox"/> Tax Title Property | <input type="checkbox"/> WSLCB |

SUGGESTED WORDING FOR AGENDA:

(Who, What, When, Why, Term, cost, etc.)

Contract between Renew and Stan's Construction and Son, LLC, to secure the
access of the clinical offices and our reception and waiting area. BOCC
previously approved the proposal for \$21,387.32.

FISCAL / BUDGET IMPACT:

You are required to fill out & complete Financial Request Form prior to submission

LEGAL REVIEW:

If this document requires legal review, route to legal for review prior to submission

☐ APPROVED

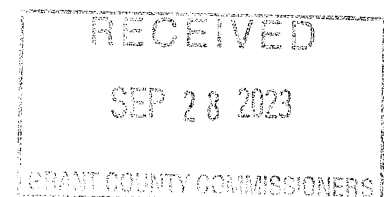
DATE OF ACTION: _____

☐ DENIED

☐ TABLED/DEFERRED/NO ACTION TAKEN:

☐ CONTINUED TO DATE:

☐ OTHER



Contract

THIS CONTRACT ("Contract"), entered into by and between GRANT COUNTY, duly organized and operating under and by virtue of the Constitution and the laws of the State of Washington, ("County"), and Stan's Construction and Son, LLC, a corporation fully formed and doing business in the State of Washington ("Contractor").

In consideration of the mutual promises and covenants contained herein, the parties hereto agree as follows:

1. Work of Contract/Scope of Work. The purpose of this contract is to accomplish the Grant County project to secure the access of the clinical offices, reception and waiting area. The purpose of the project is to build a wall on top an existing wall and add a secure door.

The site for this project is at Renew located at 124 3rd Ave SW in Ephrata, WA.

The term "work" shall mean all work individually and/or collectively performed by the Contractor during the project.

Work shall be conducted during normal operating business hours.

Contractor shall provide all material, labor, equipment, tools, supervision, and whatsoever else is necessary to accomplish work, and shall be responsible for transportation and disposal of all project related materials, waste, and equipment. Contractor is solely responsible for waste disposal costs.

Contractor shall accomplish the following work:

- Remove approximately eight feet by ten-inch granite top from a wall that is roughly four feet tall.
 - Extend the wall about six to ten inches below the suspended ceiling support frame.
 - A six foot long by three-foot-high security glazed window will be centered into the middle of wall.
 - Add a door and frame at the left end of wall that swings out.
 - The door will need to swing out, have emergency escape hardware, and be wide enough (32 inch minimum) for ADA access.
 - The door will have a half window and door strike.
 - The door strike hardware will be supplied by Grant County.
 - Clean up all areas affected by work.
 - Coordinate with County's project manager regrading scheduling work, and the time needed to complete phases of the work to allow safe access for customers and employees.
 - Provide containers to properly store and haul all job-related materials (both solid and liquid) for disposal.
 - Provide, maintain on site, and make available upon demand, Material Safety Data Sheets for any chemicals brought on site.
2. Project Site. The work shall be accomplished upon the real property commonly known as the Renew located at 124 3rd Ave SW in Ephrata, WA.

3. Date of Commencement and Date of Completion. Contractor shall commence the work described herein upon receiving notice to proceed via email from County. Substantial completion of the work shall occur on or before October 1, 2023, or at such other time as may be mutually agreed upon by the parties. In any event, Contractor shall not commence construction until notice to proceed has been provided by the County.
4. Contract Sum and Terms. The agreed Contract sum, except for provisions set forth below in Paragraph 15, and with payment of such Contract Sum subject to provisions set forth below in Paragraphs 10 and 13, and/or any other provision contained within the Contract which may affect such Contract Sum to be paid to Contractor, is as follows:

Subtotal	\$19,730.00
Washington State Sales Tax (8.4%)	\$1,657.32
Total	\$21,387.32
Retainage	\$1,069.37

The Contract sum is and shall not exceed, \$21,387.32, including all applicable taxes and any additional costs resulting from jurisdictional requirements maintained by an additional authority. All materials and/or labor to complete the scope of work described herein is the responsibility of the Contractor.

Contractor shall provide intents and affidavits to Washington State Labor and Industries in compliance with Washington State regulations.

Contractor shall submit a single billing statement and/or invoice, not to exceed total contract sum as outlined above, to the County at the completion of the project. Such billing statement and/or invoice shall set out the nature of work performed, as well as the time and materials involved in such work, or percentage of work completed as mutually agreed upon by Contractor and County will pay such statement and/or invoice within thirty (30) days of receipt.

5. Retainage. Five (5) percent retainage on the project subtotal is required for this project, as reflected in section 4 above.
6. Indemnity and Hold Harmless. Contractor shall defend, indemnify and hold County, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits, including attorney fees, arising out of or in connection with the performance of the contract, except for injuries and damages caused by the sole negligence of the County.
- It is further specifically and expressly understood that the indemnification provided herein constitutes Contractor's waiver of immunity under Industrial Insurance, title 51 RCW, solely for the purposes of indemnification. This waiver has been mutually negotiated by the parties. The provisions of this section shall survive the expiration of termination of this contract.
7. Insurance. Contractor shall procure and maintain for the duration of this contract, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by Contractor, its agents,

representatives, employees, or subcontractors. Contractor shall provide a Certification of Insurance to County evidencing:

- Automobile Liability insurance with limits no less than \$1,000,000 combined single limit per accident for bodily injury and property damage; and
- Commercial General Liability insurance written on an occurrence basis with limits no less than \$1,000,000 combined single limit per occurrence and \$2,000,000 aggregate for personal injury, bodily injury and property damage. Coverage shall include but not be limited to blanket contractual; products/completed operations; broad form property damage; explosion, collapse and underground (XCU) if applicable; and employer's liability.
- Worker's Compensation insurance at the limits established by the State of Washington.

Any payment of deductible or self-insured retention shall be the sole responsibility of Contractor. County shall be named as an additional insured on the insurance policy, as respects work performed by or on behalf of Contractor and a copy of the endorsement naming the county as additional insured shall be attached to the Certificate of Insurance. Contractor's insurance shall be primary insurance with respect County and County shall be given thirty (30) days prior written notice of any cancellation, suspension or material change in coverage.

8. Payments Withheld. County may withhold or, due to subsequently discovered evidence, nullify the whole or part of any payment to such extent as may be necessary to protect County from loss or damage for reasons including but not limited to:

- Work not in accordance with Contract.
- Reasonable evidence that work required by Contract cannot be completed for the unpaid balance of the contract sum.
- Work by County to correct defective work or complete work.
- Failure by Contractor to perform in accordance with Contract; or
- Cost or liability that may occur to County as the result of Contractor's fault or negligent acts or omissions.

PROVIDED: In any case where part or all of a payment is going to be withheld for unsatisfactory performance, County shall notify Contractor in accordance with RCW39.76.01 l(b).

9. Authority of County. Should Contractor fail to perform the work according to requirements of Contract, County shall provide written notice of the deficiency to Contractor and Contractor shall have seven days to correct the deficiency in work. If Contractor fails to correct the deficiency in work within the seven-day period or to take and continue all appropriate steps to initiate the corrections in the event corrections cannot be reasonably completed in the seven day period, County may, without prejudice to other remedies, (a) use County forces, other contractors, or other means to correct Contractor's deficiency and/or (b) deduct from Contractor's payments the cost of such effort.
10. Warranty of Construction. In addition to any special warranties provided elsewhere in Contract and/or documents incorporated by reference herein, Contractor warrants that all work conforms to the requirements of the Contract and is free of any defect in equipment, material, design, or workmanship furnished or performed by Contractor.

With respect to all warranties, express or implied, for work performed or materials furnished according to Contract, and/or documents incorporated by reference herein, Contractor shall:

- Obtain all warranties that would be given in normal commercial practice.
- Require all warranties to be executed, in writing, for the benefit of County; and
- Enforce all warranties for the benefit of County, if directed by County, including any subcontractor's, manufacturers, or supplier's warranty that extends beyond the period specified in Contract.
- The obligations under this Section shall survive completion.

11. Successors and Assigns. County and Contractor respectively bind themselves, their partners, successors, assigns, and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements, and obligations contained in Contract. Neither party shall assign work without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations set forth in Contract.

12. Changes in Work. County may, at any time and without notice to Contractor's surety, order additions, deletions, revisions, or other changes in work. These changes in work shall be incorporated into Contract through the execution of Change Orders. If any change in work ordered by County causes an increase or decrease in Contract Sum or the time of performance, an equitable adjustment shall be made, and such adjustments(s) shall be incorporated into said Change Order. No changes to the contract sum shall occur unless recorded in such a change order.

If County desires to order a change in the work, it may request a written Change Order Proposal from Contractor. Contractor shall submit a Change Order proposal within 14 days of the request from County, or within such other period as mutually agreed. Contractor's Change Order Proposal shall include full compensation for implementing the proposed change in the work, including any adjustment in the contract sum or time of performance and including compensation for all delays in connection with such change in the work and for any expense or inconvenience, disruption of schedule, or loss of efficiency or productivity occasioned by the change in work.

Upon receipt of the Change Order proposal, or a request for equitable adjustment in the contract sum or time of performance, or both, County may accept or reject the proposal, request further documentation, or negotiate acceptable terms with Contractor. Pending agreement on the terms of the Change Order, County may direct Contractor to proceed immediately with Change Order work. Contractor shall not proceed with any change in work until it has obtained County's approval.

All work done pursuant to any County-directed change in the work shall be executed in accordance with Contract.

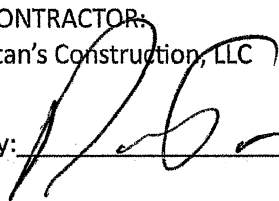
13. No Agency Relationship. Neither Contract, nor any agreement implied therefrom, constitutes Contractor as an agent or legal representative of County for any purpose whatsoever, and the

relationship of Contractor to County by reason of Contract shall be that of an independent contractor. Contractor is not granted any express or implied right or authority to assume or create any obligation or responsibility on behalf of or in the name of County or to bind County in any manner or thing whatsoever.

14. Clean Up. Contractor shall at all times, keep the project site, including hauling routes, infrastructures, utilities, and storage areas, free from accumulations of waste materials. Before completing work, Contractor shall remove from the premises its rubbish, tools, scaffolding, equipment, and materials. Upon completing Work, Contractor shall leave the project site in a clean, neat, and orderly condition satisfactory to County. If Contractor fails to clean up as provided herein, and after reasonable notice from County, County may do so and the cost thereof shall be charged to Contractor.
15. Survival. In the event any clause or provision of this Contract shall be held to be invalid, then the remaining clauses and provisions shall nevertheless be and remain in full force and effect.
16. Entire Agreement. Contract embodies the entire agreement between the parties, all other agreements, oral or written, are hereby merged into and superseded by Contract. There are no other agreements which modify or affect the terms hereof. No amendment hereto shall be binding unless the terms thereof are in writing signed by both parties. Time is of the essence. No verbal or other agreements modify or affect the Contract.
17. Explanation of Documents. Contract been fully reviewed by Contractor. Contractor has had the opportunity to consult with legal counsel as to the legal effect of Contract.
18. Notices. All notices which may be required pursuant to the terms hereof are to be in writing and delivered personally to the party to receive the same or mailed by certified mail, postage prepaid to the address specified adjacent to the parties' signatures. All notices shall be deemed served upon delivery thereof or three (3) days following deposit of the certified notice in the U.S. mail as required herein.
19. Headings, Construction. The headings of the sections and paragraphs are inserted solely for the convenience of the parties and are not a part of and are not intended to govern, limit or aid in the construction of any term or provision hereof. In construing the parties' intent with regard to this contract, no greater or stricter construction of any term or provision hereof shall be asserted against County as drafter.
20. Governing Law, Venue. The performance and interpretation of Contract shall be governed and interpreted in accordance with the laws of the State of Washington. Any litigation arising out of or in connection with this Contract shall be conducted in Grant County, Washington.

Dated the 15 of Sept., 2023.

CONTRACTOR:
Stan's Construction, LLC

By: _____

Dated the _____ of _____, 2023.

**BOARD OF COUNTY
COMMISSIONERS
GRANT COUNTY, WASHINGTON**

Rob Jones, Chair


Cindy Carter, Vice-Chair

ATTEST:

Barbara J. Vasquez
Clerk of the Board

Danny E. Stone, Member

Approved as to form:



Rebekah Kaylor, WSBA #53257
Civil Deputy Prosecuting Attorney

Date: 9/28/23